

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: October 23, 2009	Time Needed: 5 minutes
Requesting Department: Pinetop Fire District/County Attorney Presenter(s) Name: Jason Moore	
Motion before the Board: Mr. Chairman I would ask that the Board the Grant In-Aid Agreement between the Tohono O'odham Nation and Navajo County (on behalf of the Pinetop Fire District).	
Recommendation: (who, what, where, when, how, etc.) Approve the included grant agreement.	
Background: (why should it be done, what will happen if not approved, etc. include resolution) The Pinetop Fire District is requesting that the Board of Supervisors approve a Grant-In-Aid Agreement between Navajo County (on behalf of the Pinetop Fire District) and the Tohono O'odham Nation. The agreement requires Navajo County to administer the grant on behalf of the Fire District. The amount of the grant is \$54,500 and will enable the Fire District to purchase a command vehicle which will better enable it to serve the residents and taxpayers of the Pinetop Fire District and Navajo County.	
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.) None.	
Reviewed and approved by: County Manager _____ County Attorney _____ Human Resources _____ Finance _____ IT _____	
Board Action Taken: Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action <input type="checkbox"/> Continued <input type="checkbox"/> Continued to: Approved with changes as follows <input type="checkbox"/>	
Clerk's Notes: Date: _____ Initial: _____	

REMINDER: Email this coversheet and all backup documentation to "IT Support" by 4:00 p.m. the Friday prior to the Managers' meeting. The Clerk's Office will print the document and make necessary copies for signatures at Managers' meeting.

BLUE PENROD
FIRE CHIEF



Fire Dept.
1845 S. Pine Lake Road
Pinetop, AZ 85935

EMERGENCY 911
BUSINESS: (928) 367-2199
FAX: (928) 367-2220

June 3, 2009

Chairman Ned Norris Jr.
Tohono O'odham Nation
P.O. Box 837
Sells, AZ 85634

Dear Chairman Norris,

On behalf of the Pinetop Fire District, I would like to personally thank you for giving our Fire District the ability to apply for the funding provided for by the Tohono O'odham Nation under the Arizona Gaming Statutes.

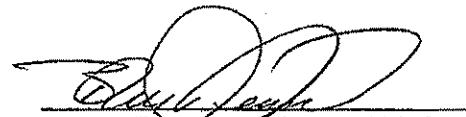
The Pinetop Fire District is a recognized governmental agency located in Navajo County. Our District provides Fire and Emergency Services to some 10,000 residents in and around the Town of Pinetop-Lakeside. Our Fire District is roughly 11.5 square miles, however our response area for our emergency medical services cover an area of over 211 square miles.

As you read the Request for Proposal, you will see that our District's greatest challenge is the ability to respond to emergency calls in the safest and fastest way possible. Our top priority is to help replace a Command Vehicle. We currently are in desperate need to replace several of our current Command Vehicles based on either high mileage or are in need of repair and/or replacement. Due to our current budget challenges in regards to having to replace our main Fire Station, we are unable to purchase this equipment without outside funding assistance.

Any consideration into the awarding of this proposal would be greatly appreciated and this letter will serve as notice that our Fire Board and District will be willing to negotiate and execute the Grant-in Aid agreement with the Nation no later than October 1, 2009 if given the opportunity.

Thank you for your time and consideration.


Ken Butler, Board Chairman


Blue Penrod, Fire Chief

**PINETOP FIRE DISTRICT
REQUEST FOR PROPOSAL**

A. Perceived need and how we will address that need:

The mission statement of the Pinetop Fire District is: "Prevent Harm, Survive, Be Nice." These simple five words are the lifeblood of our department and set the tone for each and every firefighter employed by our District. As you read the Mission Statement the whole purpose is for each person to be safe and that "everyone goes home".

The other mission of the Fire Department is to provide the safest and fastest response time to provide the best service possible to our "customers". We know that when we receive a call for service it is usually a result of someone else having a problem. In order to respond quickly to their needs, the Pinetop Fire Department needs to have reliable equipment to be able to respond to any type of emergency when called upon.

One of the problems that we are experiencing right now is that we have several Command vehicles that are older, high mileage vehicles that are in desperate need of repair and/or replacement. We have attempted to budget for a new Command vehicle but we experienced a set-back when mold was discovered at our main Station and it had to be demolished. We are currently in the process of having to rebuild the Station which in turn diverted funds to the Station as versus the Command Vehicle.

With the possibilities of funding as provided through this grant, it would enable our Fire Department to respond in a safer and controlled response, thus providing another more valuable benefit in the possibilities of saving a life.

Based on this situation, our Fire District would also like to request funding for the purchase one Command Vehicle complete with all necessary emergency equipment to provide a proper response.

B. Description of Population who will benefit from this proposal:

The biggest group of people that will be affected by the awarding of this funding would be the firefighters who work for the Pinetop Fire District along with the members of our Community. Safety is of the utmost importance, and without a proper response vehicle, we compromise the firefighter's safety every time they respond to a call for service.

We will also be able to provide a better service to not only the members of our Fire District but also other Communities throughout the State or Nation as several members of the Pinetop Fire Department are member of Incident Management Teams who respond to All-Hazard

events, including wildfires (the Pinetop Fire Department also responded to assist the Tohono O'odham Nation during the Alambre Fire during July 2007 as part of an Incident Management Team).

By providing a safe, reliable Command vehicle it will allow our Department to continue with these responses in the future by not having to worry about the equipment they respond in.

C. Budget:

Items Requested:

(1) Chevrolet Tahoe "Command" vehicle (plus tax)	\$38,500.00
Emergency lighting and siren (installed)	\$ 8,500.00
Panasonic Toughbook and Mount	\$ 4,500.00
Motorola Radio	\$ 1,500.00
King programmable Radio	\$ 1,500.00

Total: \$54,500.00

D. Any other funding requests relating to this proposal:

The Pinetop Fire District has attempted to upgrade their fleet of Command Vehicles not only internally through its' own budget process, but also by applying for various local, state and federal grants. Due to other budget constraints, basically due to the unforeseen circumstances involving our Station, the Pinetop Fire Department has not been able to provide the necessary funding to purchase a new Command vehicle.

E. Any Prior 12% funding received from the Tohono O'odham Nation or others:

The Pinetop Fire District applied for and received funding from the Tohono O'odham Nation in July, 2007 for portable radios in the amount of \$44,850.00 Our Department was prompt in all reporting requirements and successfully completed the funding requirements. We have not received any other 12% distribution from any other Arizona tribes.

F. Designated Contact Person and Alternate:

Primary Contact:

Stuart Bishop

Assistant Fire Chief

Email address: sbishop@pinetopfire.com

Phone number: (928) 367-2199

1845 S. Pine Lake Road

Pinetop, Az. 85935

Fax: (928) 367-2220

Alternate Contact:

Blue Penrod

Fire Chief

Email address: bpennrod@pinetopfire.com

Phone number: (928) 367-2199

1845 S. Pine Lake Road

Pinetop, Az. 85935

Fax: (928) 367-2220

G. Proposal Priority area: Public Safety

**Grant-in-Aid
Fiscal Agent Agreement
between
the Tohono O'odham Nation
and
Navajo County
On behalf of
Pinetop Fire District**

THIS GRANT-IN-AID Fiscal Agent Agreement, ("Grant") is entered into as of the _____ day of _____, 2009, by and between the Tohono O'odham Nation, a federally recognized Indian tribe (the "Nation"), the Navajo County, a political subdivision of the State of Arizona (the "County"), and Pinetop Fire District, a special taxing district duly organized pursuant to Arizona Revised Statutes, Title 48, Chapter 5 (the "District").

RECITALS

A. The Constitution of the Tohono O'odham Nation, Article VI, Section 1(f) provides that the Tohono O'odham Legislative Council is authorized to negotiate and conclude agreements on behalf of the Tohono O'odham Nation with Federal, State and local governments.

B. The Constitution of the Tohono O'odham Nation Article VII, Section 2(f) provides that the Chairman of the Nation is the official representative of the Tohono O'odham Nation; and as such, upon passage of a Resolution by the Legislative Council approving of any agreement with Federal, State and local governments, the Chairman is authorized to sign such agreement on behalf of the Nation.

C. The County, through its Board of Supervisors, is authorized by A.R.S. § 11-251 and 11-952 to enter into agreements for joint or cooperative action with federally recognized Indian tribes such as the Nation upon passage of a Resolution by the Board authorizing the Chairman to execute such agreements.

D. The District, through its Board of Directors, is authorized by A.R.S. § 11-952 and 48-805 to enter into agreements for joint or cooperative action with federally recognized Indian tribes such as the Nation upon passage of a Resolution by the Board authorizing the Chairman to execute such agreements.

E. Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

P R O V I S I O N S

1. **Purpose.** The purpose of this Grant is to set forth the rights and responsibilities of the parties with respect to the payment and distribution of the Contribution, as hereinafter defined.

2. **Acceptance of Duties; Monies Held in Trust.** The Navajo County agrees to perform the duties of fiscal agent, paying agent and registrar for all monies the Nation deposits with the Navajo County for the benefit of the Pinetop Fire District. The Navajo County shall hold this funding separate from all other monies in the possession or control of the Navajo County. The Navajo County shall notify the Nation, at the address set forth in Paragraph 11, that the Contribution monies are provided to the Pinetop Fire District within 5 business days after the distribution is made.

3. **Contribution.** The Nation shall make a payment to the Navajo County in the amount described in Exhibit "A" (the "Contribution") no later than October 25, 2009. The Navajo County shall then make this funding available to the Pinetop Fire District as quickly as is feasible. The Grantee may not change the scope of the project or use the funds for a project other than that explained in Exhibit "A" without the written consent of the Nation.

4. **Funding.** The Contribution payment shall be delivered to the Navajo County, without any further notice or invoice required, at the address set forth in Paragraph 11 below, upon the complete execution of this Grant.

5. **Disbursement of Contribution.** In accordance with the Navajo County's policies and procedures and upon satisfactory documentation, as quickly as is feasible the Navajo County will distribute the funds to the Pinetop Fire District.

6. **Money Unclaimed.** In the event that the Navajo County is unable to distribute the funding to the Pinetop Fire District on or before January 1, 2010, the Navajo County shall immediately notify the Nation and the Nation will arrange for the funding to be returned. Any interest earnings on the Contribution funding between the time the Nation deposits the Contribution with the Navajo County and the time the Navajo County disburses the Contribution to the Pinetop Fire District shall be paid to the Pinetop Fire District.

7. **Consideration and Reliance.** It is acknowledged that the Navajo County's promise to accept and disburse the funds received by the Navajo County pursuant to this Grant is full and adequate consideration and shall render this promise to provide funding irrevocable.

8. **Fees.** The Navajo County shall not charge the Pinetop Fire District and shall waive any applicable administrative or other fees related to this Grant and shall not deduct any funds from the amount designated for contribution to the Pinetop Fire District.

9. **Dispute Resolution.** The parties mutually agree that any disputes arising between either 1) the Nation or the Navajo County or 2) the Pinetop Fire District and the Navajo County pursuant to this Grant shall be resolved through informal dispute resolution. Nothing herein is intended to be or shall be construed as a waiver of sovereign immunity by either party. In the event of a dispute between the Pinetop Fire District and the Navajo County, both the

Pinetop Fire District and the Navajo County must notify the Nation within five business days. All disputes that cannot be resolved through informal dispute resolution shall be resolved in the Courts of the Nation, subject to the laws of the Nation.

10. **Reports:** Unless otherwise extended by the Nation upon request of the Pinetop Fire District, no later than July 31 2010, the Pinetop Fire District shall provide a report to the Nation explaining how and when the funds provided under this Grant were used. This report may be in the form of an affidavit signed by an officer of the Pinetop Fire District and may be accompanied by supporting documentation. The report shall address: (i) changes in the scope of the project or purchase funded under this grant, (ii) the total expenses under the project or purchase funded by the Grant, (iii) a brief description of who has benefited from this Grant, and (iv) the Grantee's next steps with regard to the project or purchase made under this Grant. The Grantee will submit a final report to the Nation within 30 days of the end of this Agreement.

11. **Notices.** Any notice, consent or other communication required or permitted under this Grant shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to the Nation: Ned Norris, Jr.
 Chairman
 P.O. Box 837
 Sells, Arizona 85634
 Fax: 520.383.3379

and

Veronica Geronimo
Special Counsel
P.O. Box 837
Sells, Arizona 85634
Fax: 520.383.3379

If to the Navajo County: Jerry Brownlow
Chairman of the Board of Supervisors
Navajo County
P. O. Box 668
Holbrook, AZ 86025
Fax: 928.524.4239

and

James Menlove
Finance Director
Navajo County
P. O. Box 668
Holbrook, AZ 86025
Fax: 928.524.4239

If to the Pinetop Fire District: Ken Butler
Chairman of the Board of Directors
Pinetop Fire District
1845 S. Pine Lake Road
Pinetop, AZ 85935
Fax: 928.367.2220

Stuart Bishop
Assistant Fire Chief
Email address: sbishop@pinetopfire.com
Phone number: (928) 367-2199
1845 S. Pine Lake Road
Pinetop, AZ 85935
Fax: (928) 367-2220

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

12. **Term of Grant.** The term of this Grant shall begin on the date of execution and shall terminate on the one-year anniversary of this Grant.

13. **Entire Grant, Waivers and Amendments.** This Grant is executed in three (3) duplicate originals, each of which is deemed to be an original. This Grant constitutes the entire understanding and agreement of the parties. This Grant integrates all of the terms and conditions mentioned herein or incident hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Grant and all amendments hereto must be in writing and signed by the appropriate authorities of each of the parties to this Grant.

14. **No Waiver.** Except as otherwise expressly provided in this Grant, any failure or delay by any party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

15. **Severability.** If any provision of this Grant shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Grant shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

16. **Sovereign Immunity.** Nothing in this Grant shall be deemed a waiver of any party's applicable sovereign immunity in any forum or jurisdiction.

TOHONO O'ODHAM NATION:

NAVAJO COUNTY:

Ned Norris, Jr., Chairman
Tohono O'odham Nation

Jerry Brownlow, Chairman,
Navajo County Board of Supervisors

Dated _____

Dated _____

GRANTEE:

Ken Butler, Chairman,
Pinetop Fire Board of Directors

Dated _____

Attest:

Approved as to form and found to be
within the powers and authority of the
Tohono O'odham Nation

Approved as to form and found to be
within the powers and authority of
the Navajo County under the laws
of the State of Arizona.

Jonathan Jantzen, Attorney General
Tohono O'odham Nation

Jason Moore, Deputy County Attorney
Navajo County

Additional Signatures Required

Dated _____

Dated _____

Secretary

Navajo County Clerk of the Board

EXHIBIT "A"

Program

Contribution

Purchase Command Vehicle.

TOTAL

\$54,500.00